General Terms and Conditions

These terms and conditions ensure that you are aware of our obligations to you, our customer, and our requirements from you, as your supplier. By placing an order with us you acknowledge that these terms and conditions will apply to the contract to the exclusion of all other express terms, and that both parties will be bound by them. Your statutory rights are not affected by these conditions.

1. Definitions

1.1 "George Smith" means George Smith Limited.

1.2 "Your" or "Customer" means a purchaser of our Goods or a user of our Website.

1.3 "Goods" means the products or services as detailed in our quotation and confirmed in your purchase order.

1.4 "COM" means Customers Own Material.

1.5 "Conditions' means these Terms and Conditions in their entirety.

2. Payment - orders placed in our showroom

2.1 A non-refundable deposit of 50% of the order value (inclusive of VAT when applicable), and 100% of non-George Smith Fabrics, is required when your order is placed.

2.2 The full balance (inclusive of VAT when applicable) must be paid prior to delivery.

2.3 Payment can be made by cash, debit card, credit card, or any other alternative method agreed by George Smith.

2.4 For online purchases please see section 18.

2.5 All quotes are valid for a period of 3 months from the quotation date

3. Manufacture - Made to Order items.

3.1 George Smith will not purchase non-standard materials or begin to manufacture product until all specification details are confirmed by a customer's purchase order and the deposit of 50% has been paid and funds cleared.

3.2 The lead time indicated at the time of quotation will only commence at the point in time that order details and funds are in place as detailed in 3.1.

3.3 Lead time begins once all details and fabrics have been received.

3.4 Customers Own Material must be accompanied by the relevant cigarette and match test certificates to meet the requirements of BS2543.

3.5 We endeavour to manufacture our products as accurately as possible, however they are hand crafted often using natural and variable materials, therefore the dimensions of our products may vary within a tolerance of up to +/- 1.5 cm.

3.6 For online purchases please see section 18.

4. Delivery

4.1 Time of delivery shall not be the essence of the contract.

4.2 Any delivery date quoted is an estimate, and while we will strive to achieve every delivery date, it shall not be legally binding on George Smith.

4.3 Title and risk of the goods shall only pass to you the Customer on delivery.

4.4 It is your responsibility to advise us at the time of ordering your furniture that difficulties may be encountered when delivering to your property. Safe access to the room of choice must also be considered ensuring the route is clear. Any costs incurred effecting delivery will not be the responsibility of George Smith i.e. door or window removal etc. George Smith are only responsible for delivery to your front door.

4.5 If the Customer does not accept delivery on the delivery date agreed, then George Smith may place Goods in storage, and charge the Customer the costs of storage.

4.6 The Customer shall inspect the Goods as soon as possible after delivery, and shall be deemed to have accepted the Goods, if they have not notified George Smith of any defect in the Goods within 5 working days of delivery. For online purchases please see section 18.

4.7 If George Smith is prevented from carrying out its obligations to the Customer by a cause beyond its reasonable control, including fire, flood, storm, failures of sub-contractors or transport, industrial action or acts of God, George Smith shall not be liable for any failure or delay. However, George Smith will try to find alternative ways of performing the contract where possible.

4.8 We reserve the right to stop a delivery at any time, including after despatch, if we suspect that the transaction might be fraudulent.

5. Cancellation and or Amendments - orders placed in our showroom

5.1 All requests for cancellations or amendments must be notified to George Smith in writing.

5.2 Should any such request come after our confirmation of your purchase order, then all costs incurred by George Smith will be identified, and charged to you the customer.

5.3 For our policy related to online purchase please see section 18.

6. Guarantees and Warranties

6.1 All our frames are guaranteed against manufacturing defects for a period of 25 years from the original date of manufacture.

6.2 All our products are guaranteed against manufacturing faults for a period of 2 years from the original date of manufacture.

6.3 George Smith warrants that the Goods will comply with applicable UK and EU product safety legislation.

6.4 George Smith warrants that the Goods will be of satisfactory quality, and match their specification, description and any samples provided.

6.5 George Smith cannot be held responsible for any problem associated with wear and tear or fading of customers own material.

7. Intellectual Property

7.1 George Smith shall own all "Intellectual Property", including drawings, specifications, design rights, and know-how developed by George Smith personnel in performance of the contract.

7.2 For rules covering Intellectual Property related to our Website please see section 15.

8. Force Majeure

In the event that George Smith is prevented from fulfilling its obligations under this Agreement by a cause beyond its reasonable control including but not limited to war, national emergency, flood, earthquake, industrial action, will not be deemed to be in breach.

George Smith will notify the Customer of any such event, and take all reasonable steps to resume performance of its obligations.

9. Severance

If any part of the conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the conditions and shall not affect the validity and enforceability of any of the remaining provisions of the conditions.

10. Waiver

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

11. Survival

Each provision of the conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

12. Entire Agreement

These conditions govern our relationship with you. Any changes to these conditions must be in writing and signed by both parties. In this way, we can avoid any problems surrounding what George Smith and you are expected to do.

You confirm that, in agreeing to accept the conditions, you have not relied on any representation save insofar as the same has expressly been made a term of these conditions and you agree that you shall have no remedy in respect of any representation. Your statutory rights are not affected by these terms and conditions. Nothing in this clause shall limit or exclude our liability in respect of any fraudulent or negligent misrepresentation whether such has become a term of the conditions.

13. Applicable Law

These terms and conditions are governed by English Law and both parties agree to submit to the exclusive jurisdiction of the English courts.

Terms and Conditions applying specifically to Online purchases and use of our Website.

These terms and conditions apply specifically to the use of this Website and by accessing this Website and/or placing an order you agree to be bound by the terms and conditions set out below. If you do not agree to be bound by these terms and conditions you may not use or access this Website. It assists us in providing the best possible service to you for our respective commitments and responsibilities to one another to be clearly defined at the point of sale. These commitments are set out below and we request that you read them.

14. Further definitions

14.1 "Product" means a product displayed for sale on the website.

14.2 "Product Description" means that part of the website where certain terms and conditions in respect of the individual product are provided;

14.3 "Users" means the users of the website collectively.

14.4 "Personal Information" means the details provided by you on registration.

14.5 "We/us" means George Smith Limited.

14.6 "Website" means the website located at staging5.georgesmith.com or co.uk or any subsequent URL which may replace it, and

14.7 "United Kingdom" means England, Wales, Scotland, Northern Ireland and the Channel Islands.

15. Intellectual Property and Right of Use

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors.

You acknowledge and agree that the material and content contained within the website is made available for your personal non-commercial use only and that you may (if necessary to make a purchase) download such material and content onto only one computer hard drive for such purpose.

Any other use of the material and content of the website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative

works of such material and content.

16. Compliance with Laws

The website may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the website and any transactions conducted on or through the website.

17. Limitation of Liability

While we will use reasonable endeavours to verify the accuracy of any information we place on the website, we make no warranties, whether express or implied in relation to its accuracy.

The website is provided on an "as is" and "as available" basis without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to the website, or any transaction that may be conducted on or through the website including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.

We make no warranty that the website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the website.

We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the website. To the fullest extent permissible under applicable law, we disclaim all warranties of any kind, whether express or implied, in relation to the products. This does not affect your statutory rights as a consumer, nor does it affect your contract cancellation rights.

We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the conditions for:

18. Processing orders and payment on our website

18.1 All orders placed through our website will be subject to our acceptance of the order.

18.2 When you submit an order to us on our website you will receive a confirmatory email of this order saying that we are processing your order. A member of our Customer Service Team will then contact you.

18.3 All prices shown on our website are inclusive of VAT. Delivery charges are clearly highlighted at the point of check out.

18.4 Full payment will be required for all items purchased online at the time of placing your orders.

18.5 Payment can be made by any of the methods specified in the payment section of this website and payment will be debited and cleared from your account upon order.

You confirm that the credit or debit card that is being used is yours. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to us, we will not be liable for any delay or non-delivery.

18.6 Promotional codes are codes that enable customers to obtain benefits such as discounts, free delivery, and free gifts. These codes are non-transferable so may only be used by the person to whom they are issued and must only be used in accordance with their terms and conditions of use. If you use a promotional code to claim a promotional benefit, you must first check that it was issued to you and that you are eligible to use it.

By using it to claim a promotional benefit you will be confirming that:

- you are entitled to use the code,
- you meet all the conditions that apply to its use, and
- you agree to the terms set out below.

If, before accepting your order, we find that you are not entitled to use the code or do not meet all the terms and conditions of its use, we may reject your order or alternatively process it without the promotional benefit being applied. If, after accepting your order, we find that you were not entitled to use the code or did not meet all the terms and conditions of its use, we may reverse the benefit that you obtained. If you transacted on a cash basis e.g. by debit or credit card, we may take a further payment, equivalent to the value of the benefit obtained, from the card used.

18.7 Whilst it is our intention to keep our website up to date and error free, product description or pricing errors may occur. If we discover such an error after you have submitted an order to us, we will contact you prior to accepting your order with the correct details. You may then either cancel your order or re-confirm it based on the correct information. If we are unable to contact you, we will treat your order as cancelled.

18.8 Should you wish to cancel your online order or return any goods you must:

- inform us with 14 days of delivery and return the goods, and
- return the goods to us within 28 days of delivery.

To receive a refund the returned goods must be in perfect condition.

18.9 For cancellations or returns made after delivery of your products via online order your refund will not include the cost of delivery.

18.10 If, after supplying replacement goods on one occasion, we cannot satisfy your requirements due to faulty items, we reserve the right to uplift the faulty goods, refund any monies due and consider the order cancelled.

19. Details contained in online orders

We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the website.

The contents of contract (order) will be stored. For safety reasons your orders data is not available via the internet. George Smith keep this data in confidence according to our Privacy Policy.

20. Description of products

Each product purchased online is sold subject to its product description which sets out additional specific conditions related to that product including, without limitation, terms and conditions concerning estimated delivery times and after-sales service. We will take all reasonable care to ensure that all details, descriptions, and prices of products appearing on the website are correct at the time when the relevant information was entered onto the system. Images are for illustration purposes only.

21. Refusal of transaction

We reserve the right to withdraw any products from this website at any time and/or remove or edit any materials or content on this website. We may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any product from this website whether or not that product has been sold; removing or editing any materials or content on the website; refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

By making an offer to buy a product, you specifically authorise us to transmit information (including any updated information) or to obtain information about you from third parties from time to time, including but not limited to your debit or credit card number or credit reports, to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

22. Indemnity

You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of the Conditions by you or any other liabilities arising out of your use of this Website, or the use by any other person accessing the Website using your shopping account and/or your Personal Information.

23. Website content

Sometimes we may need to update our Website and remove or edit parts of its content. This can happen on any page. While we aim to ensure all content on this Website is accurate and up to date, we cannot be responsible for any errors, omissions, or results of inaccuracy.